

Assam Power Generation Corporation Limited

(A Company Constituting the Generation Wing of former ASEB)

Office of the General Manager

LAKWA THERMAL POWER STATION

P.O. SUFFRY-785689, MAIBELLA

DIST-CHARAIDEO, ASSAM



TENDER NOTICE NO.: 20 of 2017-18

Name of Work: "Construction of LTPS main gate, LTPS, Maibella".

Serial No.:.....

.....
Signature & Seal of the issuing officer

Cost of Tender: Rs. 500/-

(A) Objective:

The present tender is floated for “Construction of LTPS main gate, LTPS, Maibella”.

(B) Intent of Tender:

It is intended to give complete techno-commercial specifications of the tender for selection of bidder.

(C) Eligibility Criteria:

The bidder should have experience of successfully carrying out of similar type of job. Further, the intending bidder must fulfill all the requisite clauses of tender.

(D) GENERAL INSTRUCTION TO THE TENDERERS :

1. (i). One set of Biding document (Tender document) will be issued to intending bidder on submission of Demand Draft for **Rs. 500/-** (Rupees five hundred) only in favour of the AM (Accts.), LTPS, APGCL, Maibella. **Bidder shall submit tender document duly signed and stamped on each page of tender in token of his acceptance along with his bid.**
(ii). Transfer of bidding document issued to one intending bidder to another is not permissible.
(ii)i. The bid shall be completed in single bid system as directed below.
2. The bidder is to furnish following details along with the bid.
 - i. Documents related to tender requisition.
 - ii. Any other relevant documents, bidder desires to submit.
 - iii. Each page to be numbered and to be duly signed.

3. SUBMISSION OF BID:

- i. The bid must be submitted in one **Sealed** envelopes. The envelop shall have following information clearly written on the outside of the envelop, failing which APGCL will assume no responsibility for the misplacement or premature opening of the bid.

Name of work :
Bid No :
Due date & time of opening :
From (Name & address of Bidder) :

- ii. Bid must be submitted by the due date and time mentioned in the Letter Inviting Tender or any extension there of as duly notified in writing by APGCL at the following address.

Address to which bids are to be sent (by Speed Post/Courier/Regd Post/By Hand etc).

The General Manager
LAKWA THERMAL POWER STATION
P.O. SUFFRY-785689, MAIBELLA
DIST-CHARAIDEO, ASSAM

- iii. Bid received after the time and date fixed for receipt of bid is liable for rejection.

4. CHECK LIST FOR SUBMISSION OF BID:

- i. To assist bidder in ensuring the completeness of bid, a checklist for submission of various documents/ details in the bid has been enclosed (**Annexure - I**). Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.
- ii. In case of incomplete submissions, APGCL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and APGCL may at its discretion treat such bids as incomplete and not consider for further evaluation.

5. BID OPENING AND EVALUATION:

- i) On the date and time mentioned in 'Notice Inviting Tender', the bid will be opened in the office of the General Manager, LTPS, APGCL, Maibella.
- ii) In the event the specified date of bid opening is declared a holiday for APGCL, the bid shall be opened on the next working day at the specified time and location.
- iii) Clarification and Additional Information :
During evaluation, APGCL may request bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy. However, seeking clarification shall be on sole discretion of APGCL.

6. BID EVALUATION CRITERIA:

- i) The bid must be accompanied with EMD as specified in the tender.
- ii) Deviation to critical stipulation:
Deviations to critical stipulations of bidding document as mentioned below are not acceptable. Bidder taking deviations to the following bid stipulations may not be considered for price bid opening.
 - a) EMD
 - a) Firm Price
 - b) Schedule of Rates
 - c) Payment terms
 - d) PAN, GSTIN.
 - e) Valid Labour Licence.
 - f) Experience Certificate (same type of work).
 - g) OBC/SC/ST Certificate (if applicable).
- iii) Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.
- iv) The 'Schedule of Rates' quoted by the bidder shall be taken up for evaluation on **overall basis**.

7. OWNER'S RIGHT TO ACCEPT OF REJECT A BID:

LTPS, APGCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without notice or reasons. Such decisions by APGCL shall bear no liability whatsoever consequent upon such decisions.

8. AWARD OF WORK:

- i) The bidder whose bid is accepted by LTPS, APGCL shall be issued Letter of Intent / Confirmed order prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI within 5(five) days from the date of issue of LOI/Confirmed orders.
- ii) LTPS, APGCL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidder, APGCL shall correspond only with the successful bidders.

9. CONTRACT DOCUMENT:

The successful bidder shall be required to execute a formal agreement in accordance with the 'Form of Contract' ({Annexed to General Conditions of Contract {GCC}}) within 5(five) days of receipt of LOI / confirmed order.

10. EXCEPTIONS AND DEVIATIONS:

Exception and Deviation Proforma

| Sl.No. | Ref of Bid Document | | Subject | Deviations |
|--------|---------------------|------------|---------|------------|
| | Page No. | Clause No. | | |
| | | | | |

NOTE : Bidders are advised not to stipulate any deviation(s) / condition(s) and to confirm compliance to tender conditions in Toto. However, in the event of bidder seeking any deviation(s), the same should be submitted separately for commercial and technical sections strictly as per the format given above in one place, otherwise, the same shall not be considered and it will be presumed that the bidder has accepted all terms and conditions of the tender.

Signature :

Name :

Bidder's Name :

Company Seal :

11. LOCATION:

The location the work shall be at LTPS, P.O.- Suffry,785689,Maibella, Dist- Charaideo , Assam. Nearest Rly. Station: Simaluguri, Nearest of Airport: Jorhat or Dibrugarh (Around 100km from LTPS)

12. SCOPE OF WORK: The broad scope of work is as under:

“Construction of LTPS main gate, LTPS, Maibella”.and the rates have been taken from APWD(Building) for the year 2013-14.

13. PERIOD OF COMPLETION:

A total of **30(thirty)** days will be given for the entire scope of the work. **The starting date will be counted from the date of giving site clearance from LTPS, APGCL, Maibella.**

14. LIQUIDATER DAMAGE:

If the contractor fails to successfully complete the entire scope of works within the time fixed under the contract, the contractor shall pay to APGCL as **liquidated damages @ 1%(one percent)Of the Contract Price per week** of delay in scheduled period of work. The total amount of liquidated damages for delay under the contract will be subjected to a **maximum of 10% of the price**. This is, however, subject to force majeure clause as given in “General Condition for Supply & Erection of APGCL, 2014”. The payment of liquidated damage shall not in any way relieve the contractor from any of its obligation to complete the work or from any other obligation and liabilities of the contractor under the contract.

15. TERMS OF PAYMENT:

100% payment will be made on successful completion of the work as per specification and to the full satisfaction of the department subjected to the availability of fund. 10% of the total value of the final bill will be kept as security deposit.

16. EARNEST MONEY:

EMD 2% on quoted rate(1% for OBC/SC/ST) in the shape of Bank Draft of any Scheduled Bank duly pledged in favour of the AM(Accts.), LTPS,APGCL shall be submitted. APGCL will refund the Earnest money of the unsuccessful bidders directly to the bidders within a reasonable period of time without any interest and after obtaining their request letter. **The EMD in original bank draft is only acceptable.**

17. INCOME TAX / SALES TAX / WORK CONTRACT TAX :

The bidder shall have to submit copy of PAN, GSTIN Registration Certificate along with the tender and accordingly Income Tax and Sales Tax (VAT) will be deducted from the bill of successful bidders. Income Tax deduction shall be made from payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Work Contract Tax and other duties/levies as applicable shall be borne by the contractor. APGCL will issue the necessary certificate for Income Tax deduction at source, however, the contractors has to submit detail of their Permanent Account Number (PAN) before issue of such certificate. In absence of these documents, no TDS certificate shall be issued by APGCL. Similarly, in case of Work Contract (involving both supply of material and services) Tax will be deducted at source by APGCL towards WC Tax at the rate applicable from time to time and issue necessary certificate to this effect.

18. TAXES & DUTIES:

The bidders must clearly specify all taxes and duties levied in the submitted tenders, without which such taxes and duties shall be at bidder scope.

19. PERFORMANCE GURANTEE OR SECURITY DEPOSIT (S.D) :

- i. The security to be taken for due performance of the contract in terms of the Agreement will be a deduction of 10% (ten percent) from final bill payment made on account of works performed .
- ii. S.D. and Earnest money deposit (EMD) shall be forfeited or appropriated by the GM, LTPS, APGCL under authority of owner in his discretion towards any loss, damage etc. that may be sustained by the APGCL as a result of breach of any term, conditions of the contract by the contractor, notwithstanding other remedies open to APGCL under the terms of the contract or law.
- iii. In the event of contractor's S.D. & EMD being appropriated towards loss, damage etc. the contractor shall forthwith recoup the amount to restore the S.D. to the full current value within 30 days from the date of intimation.
- iv. Subject to the provisions mentioned above and the provisions of the guarantee period of six month from the date of completion of this order, the S.D. & EMD will be returned to the contractor on the due and satisfactory performance of the contract and after all claims of APGCL shall have been settled. The APGCL will not pay any interest on the above S.D performance guarantee.

20. SCHEDULE OF RATES (SOR):

- i. The quantities and manpower categories indicated in Schedule of Rates are minimum. The rates quoted by the bidder shall remain firm for any variation and will be assumed to be inclusive of all taxes and duties excluding GST and Cess thereon.
- ii. No escalation of whatsoever nature shall be paid to the contractor for the entire contract period.
- iii. Rates must be filled in the format for Schedule of Rate enclosed as per the bidding document in **Annexure - II** .
- iv. The manpower service provided preferably to be of permanent nature for the whole contract period.
- v. In case of any activity that is not covered in the SOR but is required to complete the contract terms, the quoted rates will be deemed to be inclusive of cost incurred for such activity.

21. INSPECTION OF WORK :

- i. All works under the contract shall be subject to inspection by the APGCL to the extent practicable at all times and places including the period of construction in any event prior to final acceptance.
- ii. In case any work or part thereof are found to be defective in material or workmanship or otherwise not in conformity with the specifications or requirement of contract, the APGCL shall have the right either to reject them or to order their correction, as directed by the department.
- iii. The inspection and test by APGCL of any work or any supplies doesnot relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirement which may be discovered prior to final acceptance. Final acceptance shall be conclusive except as regards latent defects, fraude or such gross mistakes which amounts to fraud.
- iv. The contractor shall provide and maintain an inspection system acceptable to the APGCL covering the works and/or supplies hereunder. Records of all inspection works by the contractor shall be kept complete and available to the APGCL during the performance of this contract.

22. STORAGE & HANDLING:

- i. The contractor shall be responsible for making all necessary arrangements for loading, unloading and other handling; right from his works go to the site and also till the work is completed. He shall be solely responsible for proper storage and safe custody of all materials.
- ii. The contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any, other damages and loss.

23. TOOLS & PLANT:

The APGCL do not furnish any tools and tackles, plants and equipments or such facilities for carrying out the work of the contractor (excluding hypothecation). The contractors shall arrange and maintain the equipment required for implementation of work all throughout the period of the contract.

24. MATERIALS & LABOUR:

- i. All labours required for carrying out the works shall be arranged and furnished by the contractor all throughout the tenure of the contract.
- ii. In connection with performance of work throughout the tenure of the contract, the engagement of labourer and payment thereof by the contractor shall conform to the statutory pertinent law or act of the Central and State Govt. as well as rules, regulation and order of the local authority or statutory bodies as may be in force from time to time.
- iii. Site work may be carried out by the contractor on Sundays and Holidays for timely completion to the site in-charge.

25. LIABILITY FOR ACCIDENTS AND DAMAGES:

- i. Under the contract, the contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the NIT.
- ii. In case the contractor's performance is delayed due to any act of omission on the part of APGCL, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission that caused delay in the contractor's performance of the contract. Regarding reasonableness or otherwise of the extension of time, the decision of APGCL shall be final.

26. TERMINATION OF CONTRACT:

Notwithstanding anything contained elsewhere, APGCL may at any time at its option terminate the contract or part of it after giving 15 days notice in writing to the contractor without assigning any reason and upon such termination APGCL shall have right to remove contractor's material from site and the contractor shall only be paid for the work satisfactorily completed in accordance with the provision of the contract.

If APGCL considers that the performance of the contractor is unsatisfactory or not up to the expected standard, APGCL shall notify the contractor in writing and specify in details the cause of dissatisfaction. APGCL shall have the option to terminate this contract if the

contractor fails to comply with the requisitions, contained in the said written notice issued by APGCL.

If during execution of the work, the work is transferred to other vendor which comes to the knowledge of APGCL, then APGCL will have full right to terminate the work by issuing a 7 days termination notice.

27. ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job as per Govt. statutory norms. The contractor shall comply with all applicable safety regulations and to take care for the safety of all persons and equipments entitled to on the site.

28. LABOUR PERMISSION / VEHICLE PERMISSION:

The contractor shall arrange to make gate passes / labour permission / vehicle passes etc for his persons/labourers/vehicles for working in site plant premises at his own cost as per rules of APGCL. The contractor is to submit valid/authentic permanent resident proof of the labours at the time of obtaining the gate pass.

29. ARBITRATION CLAUSE :

- i. All disputes or differences, whatsoever arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by APGCL as hereinafter provided.
- ii. For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- iii. The contractor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If one CONTRACTOR fails to communicate his choice for appointment of arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- iv. If the arbitrator so appointed is unable to act or resigns or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid.
- v. The work under the contract shall however continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- vi. The jurisdiction of arbitration shall be at Guwahati.
- vii. The award of the arbitrator shall be final and binding on both the parties.
- viii. Subject to aforesaid the provisions of the Indian Arbitration and Cancellation Act 1996 or any statutory modification or re-engagement thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

30. JURISDICTION :

Subject to arbitration clause, all questions, disputes of differences arising under out of or in connection with the contract shall be subject the exclusive jurisdiction of Courts of Guwahati.

31. SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

- i) Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money Deposit.
- ii) In case, the information / documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, APGCL shall have full right to terminate the contract and get the remaining job executed at the risk and cost of such contractor without any prejudice to other rights available to APGCL under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- iii) In case the issue of submission of false document comes to the notice after execution of the work, APGCL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- iv) Further, such contractor/bidder shall be blacklisted for future business with APGCL.

-Sd-

Asstt. Gen. Manager(civil)
LTPS, APGCL, Maibella

-Sd-

Asstt. Manager(F&A)
LTPS, APGCL, Maibella.

-Sd-

Gen. Manager
LTPS, APGCL, Maibella

Annexure - I

CHECK LIST: The bidder is to go through the check list before submission of the tender.

| Sl. No. | List Details | Submitted | Not Submitted | Remarks |
|----------------|--------------------------------|------------------|----------------------|----------------|
| 1 | EMD in original | | | |
| 2 | Original APGCL's bid document | | | |
| 3 | Exception & deviation proforma | | | |
| 4 | GSTIN | | | |
| 5 | PAN card | | | |
| 6 | Valid Labour License | | | |
| 7 | Experience Certificate | | | |
| 8 | OBC/SC/ST certificate | | | |
| 9 | | | | |

Annexure II

Sub: Submission of tender for the work “Construction of LTPS main gate, LTPS, Maibella”.

Ref: Your tender notice no.

Dear Sir,

In response to your above notice I/We am/are submitting herewith, my/our rates for the works as mentioned below. Necessary documents, as asked for, are enclosed herewith, for your kind persual.

| Name of work | Quoted Amount | |
|---|---------------|----------|
| “Construction of LTPS main gate, LTPS, Maibella”. | In figure | In words |
| | | |

Enco:

1. Demand Draft No.
2. Date of issue
3. Name of Bank

Yours faithfully,

Signature of contractor

Full Name:

Address:

Mobile No: